

EXHIBIT A

(Complaint)

EXHIBIT A

DISTRICT COURT CIVIL COVER SHEET

Clark County, Nevada

Case No.

(Assigned by Clerk's Office)

I. Party Information (provide both home and mailing addresses if different)

Plaintiff(s) (name/address/phone): RENE ANDERS, an individual	Defendant(s) (name/address/phone): ARISTOCRAT TECHNOLOGIES, INC.; EMPLOYEE(S)/AGENT(S) DOES 1-10; and ROE CORPORATIONS 11-20, inclusive;
Attorney (name/address/phone): Gabroy Law Offices 170 S Green Valley Parkway, Suite 280 Henderson, NV 89012 (702) 259-7777	Attorney (name/address/phone):

II. Nature of Controversy (please select the one most applicable filing type below)**Civil Case Filing Types**

Real Property Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant Title to Property <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	Negligence <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence Malpractice <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	Torts Other Torts <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input checked="" type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort
Probate Probate (select case type and estate value) <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate Estate Value <input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500	Construction Defect & Contract Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect Contract Case <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input type="checkbox"/> Other Contract	Judicial Review/Appeal Judicial Review <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency Nevada State Agency Appeal <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency Appeal Other <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
Civil Writ Civil Writ <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ		Other Civil Filing Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters

Business Court filings should be filed using the Business Court civil coversheet.

12/15/2016

Date

Signature of initiating party or representative

See other side for family-related case filings.

COMPJD

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 Kaine Messer (#14240)
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Attorneys for Plaintiff

DISTRICT COURT**EIGHTH JUDICIAL DISTRICT COURT, CLARK COUNTY NEVADA**

RENE ANDERS, an individual;

Plaintiff,

vs.

ARISTOCRAT TECHNOLOGIES, INC.;
 EMPLOYEE(S)/AGENT(S) DOES 1-10;
 and ROE CORPORATIONS 11-20,
 inclusive;

Defendant.

Case No.
 Dept.:

**COMPLAINT
(JURY DEMAND)**

COMES NOW Rene Anders ("Anders" or "Plaintiff"), by and through his attorneys of record, Christian Gabroy, Esq. and Kaine Messer, Esq. of Gabroy Law Offices, and hereby alleges and complains against Aristocrat Technologies, Inc. ("Aristocrat" or "Defendant") as follows:

JURISDICTION AND VENUE

1. This is a civil action for damages under state and federal laws prohibiting unlawful employment actions and to secure the protection of and to redress deprivation of rights under these laws.

2. Jurisdiction and venue is based upon NRS Chapter 608, the Fair Labor Standards Act ("FLSA"), 29 USC § 216, *et seq.*, and the Family Medical Leave Act ("FMLA"), 28 U.S.C. § 2617(a)(2).

3. All alleged unlawful employment actions occurred in this judicial district

4. Plaintiff demands a jury trial on all issues triable by jury herein.

PROCEDURAL POSTURE

5. Plaintiff has satisfied all requirements necessary to maintain this lawsuit. On or about December 5, 2016, Plaintiff mailed a five (5) day demand to Defendant, pursuant to NRS §608.140. A true and accurate copy of such demand is hereby attached as Exhibit I. Defendant did not honor such demand within five (5) days and the demand was withdrawn.

6. Pursuant to 29. U.S.C. §216(b), Plaintiff's notice of consent to joinder is attached hereto as Exhibit II.

PARTIES

7. At all times relevant herein, Plaintiff was a resident within Clark County, in the State of Nevada.

8. At all times relevant, Defendant was incorporated under the laws of the State of Nevada, was listed with the Nevada Secretary of State, and was doing business within Clark County, Nevada, where the subject unlawful employment practices occurred.

9. At all times relevant, Defendant was Plaintiff's "employer" and thus subject to the FLSA, 29 U.S.C. §201 *et seq.* and NRS Chapter 608.

10. At all times relevant, Defendant was an "enterprise" as defined by in Section 3(r)(1) of the FLSA, 29 U.S.C. §203(r)(1). More specifically, Defendant was an enterprise engaged in commerce or in the production of goods for commerce within the meaning of Section 3(s)(1)(A) of the FLSA in that Defendant has engaged in an annual gross volume of sale made or business done that exceeds the \$500,000.00 minimum threshold requirement of the FLSA, exclusive of excise taxes.

11. At all times relevant, Plaintiff was an "employee" of Defendant as that term is defined in the FMLA, 29 USC § 2611.

12. At all times relevant, Defendant was an "employer" as that term is defined in 29 USC § 2611.

13. At all times relevant, Defendant had custody or control over the Plaintiff and his employment, and was responsible for Plaintiff's labor and employment matters.

14. DOE DEFENDANTS 1-10, inclusive, are persons, and ROE DEFENDANTS 11-20, inclusive, are corporations or business entities (collectively referred to as "DOE/ROE DEFENDANTS"), whose true identities are unknown to Plaintiff at this time. These ROE CORPORATIONS may be parent companies, subsidiary companies, owners, predecessor or successor entities, or business advisors, de facto partners, Plaintiff's employer, or joint ventures of Defendants. Individual DOE DEFENDANTS are persons acting on behalf of, or at the direction of, any Defendants, or who may be officers, employees, or agents of Defendants and/or a ROE CORPORATION or a related business entity. These DOE/ROE Defendants, who were Plaintiff's employer(s), are liable for Plaintiff's damages alleged herein for their unlawful employment actions/omissions. Plaintiff will seek leave to amend this Complaint as soon as the true identities of DOE/ROE DEFENDANTS are revealed to Plaintiff.

FACTUAL ALLEGATIONS

15. On or around November 8, 1997, Defendant hired Plaintiff as an Assembler with a starting pay rate of \$8.50 per hour.

16. On or around January 17, 2000, Defendant appointed Plaintiff to the position of Production Team Leader with an hourly pay rate of \$15.02 per hour paid bi-weekly.

17. On or around April 14, 2003, Defendant changed Plaintiff's classification from non-exempt to exempt.

18. On or around May 14, 2007, Plaintiff was transferred to the position of Quality Engineer.

19. Plaintiff continued to be classified as exempt as a Quality Engineer.

20. Upon information and belief, Plaintiff's primary job duties were routine and

1 non-exempt in nature.

2 21. Such job duties establish that Plaintiff was not properly classified under the
3 FLSA.

4 22. During the year 2013, Plaintiff was paid an approximate annual salary of
5 \$65,986.44. See a true and correct copy of Plaintiff's redacted pay statement attached
6 as Exhibit III. According to Plaintiff's pay statement, Plaintiff was paid a set hourly rate
7 and a set number of hours which were the exact same, forty (40) per week, for each
8 week worked despite Plaintiff customarily working more than forty (40) hours per week.

9 23. During the year 2014, Plaintiff was paid an approximate annual salary of
10 \$66,586.00. See a true and correct copy of Plaintiff's redacted pay statement attached
11 as Exhibit IV. According to Plaintiff's pay statements, Plaintiff was paid a set hourly rate
12 and a set number of hours which were the exact same, forty (40) per week, for each
13 week worked despite Plaintiff customarily working more than forty (40) hours per week.

14 24. During the year 2015, Plaintiff was paid an approximate annual salary of
15 \$68,584.26. See a true and correct copy of Plaintiff's redacted pay statement attached
16 as Exhibit V. According to Plaintiff's pay statements, Plaintiff was paid a set hourly rate
17 and a set number of hours which were the exact same, forty (40) per week, for each
18 week worked despite Plaintiff customarily working more than forty (40) hours per week.

19 25. At all times relevant and on a weekly basis, Plaintiff was paid the same
20 amount no matter how many hours he worked.

21 26. At all times relevant, Plaintiff customarily worked in excess of forty (40)
22 hours per week.

23 27. Plaintiff was not lawfully compensated for work performed in excess forty
24 (40) hours per week. See a true and correct copy of Plaintiff's redacted pay statement
25 attached as Exhibit III.

26 28. For example, Defendant failed to pay Plaintiff overtime wages for work
27 during the two (2) week period of September 21, 2015 to October 4, 2015, during which
28 Plaintiff worked in excess of forty (40) hours per week. See attached redacted pay

1 statement hereto as Exhibit VI. The Plaintiff worked in excess of forty (40) hours per
2 week but was not paid overtime compensation.

3 29. The Defendant provided false information on at least one of Plaintiff's pay
4 statements, reflecting Plaintiff worked only forty (40) hours per week or eighty (80) hours
5 per two (2) week pay period. Exhibit VI. The Plaintiff customarily worked in excess of
6 forty (40) hours per week. See attached redacted pay statements hereto as Exhibit III–
7 VI. According to such pay statements, Plaintiff was paid on an hourly basis and during
8 that relevant time period, Defendant did not pay Plaintiff all his hours worked.

9 30. On September 1, 2015, Plaintiff was placed on a Performance
10 Improvement Plan.

11 31. In or around October 2015, Plaintiff completed the Performance
12 Improvement Plan requirements.

13 32. On or around March 15, 2016, Defendant acknowledged in writing that
14 Plaintiff successfully met the requirements of the Performance Improvement Plan.

15 33. In a Memorandum regarding Plaintiff successfully meeting the
16 requirements of the Performance Improvement Plan, Defendant stated that Plaintiff “has
17 made strides in improving in all identified areas of opportunity. As a result, he has
18 successfully met the requirements of the Performance Improvement Plan.” Exhibit VII.

19 34. On March 11, 2016, Plaintiff was approved for FMLA to care for his father
20 who was diagnosed with stage 4 kidney failure along with congestive heart failure,
21 glaucoma, and cataracts.

22 35. Such care included bathing his father, delivery of medication, daily
23 catheterization, and transportation to medical appointments.

24 36. To care for his father, Plaintiff was forced to take FMLA leave on March 11,
25 2016, March 17, 2016, March 18, 2016, March 23, 2016, March 24, 2016, and March 31,
26 2016.

27 37. On or around April 8, 2016, Defendant terminated Plaintiff.

28 38. Defendant's proffered reason for Plaintiff's termination was that Plaintiff

1 “reverted to performing unsatisfactorily and is no longer meeting the requirements of the
2 position.” See attached termination notice hereto as Exhibit VIII.

3 39. Defendant continued that “[i]t was explained to Rene that if he failed to
4 meet the requirements of the Performance Improvement Plan, it would result in
5 termination of employment.” See attached termination notice hereto as Exhibit VIII.

6 40. At all times relevant, Plaintiff was an exemplary employee and consistently
7 received positive reviews and awards for his performance.

8 41. Defendant’s proffered reason for termination was pretextual.

9 **COUNT I**
10 **Wage Violations**
11 **N.R.S. 608.005, et seq.**

12 42. Plaintiff hereby realleges and incorporates paragraphs 1 through 42 of this
13 Complaint as though fully set forth herein.

14 43. This count arises from Defendant’s violation of NRS § 608.005, *et seq.* for
15 Defendant’s failure to pay lawful wages to Plaintiff, including but not limited to paying
16 Plaintiff for all time worked in excess of forty (40) hours in individual work weeks.

17 44. At all material times hereto, Plaintiff was employed by Defendant as an
18 “employee” within the meaning NRS § 608.010.

19 45. Plaintiff performed a variety of job duties and responsibilities for Defendant
20 within this judicial district.

21 46. At all material times hereto, Defendant was Plaintiff’s “employer” per NRS
22 § 608.011.

23 47. At all relevant times and during the course of his employment for
24 Defendant, Plaintiff was not exempt from the overtime wages provisions of NRS §
25 608.018.

26 48. Plaintiff was directed by Defendant to work, and/or Defendant suffered
27 Plaintiff to work, and Plaintiff did such work, in excess of forty (40) hours per week.

28 49. Pursuant to NRS § 608.018, Plaintiff was entitled to be compensated at a

1 rate of one and one-half times his regularly hourly rate of pay for all time worked in
2 excess of forty (40) hours in individual workweeks.

3 50. Defendant did not compensate Plaintiff at a rate of one and one-half times
4 his regular hourly rate of pay for all time worked in excess of forty (40) hours in individual
5 workweeks. Instead, Defendant paid Plaintiff at his regular rate of pay for all hours
6 worked, including hours worked in excess of forty (40) in individual work weeks. For
7 example, Defendant failed to pay Plaintiff overtime wages for work during the two (2)
8 week period of September 21, 2015 to October 4, 2015, during which Plaintiff worked in
9 excess of forty (40) hours per week. See attached redacted pay statement hereto as
10 Exhibit IV. The Plaintiff worked in excess of forty (40) hours per week but was not paid
11 overtime compensation. Plaintiff was paid his set salary rate for those hours worked. In
12 violation of the law, Plaintiff worked in excess of forty (40) hours per week but was not
13 paid overtime compensation.

14 51. As a result of Defendant's failure and refusal to pay lawful wages to
15 Plaintiff, including overtime wages, for all time worked in excess of forty (40) hours per
16 week, Defendant violated NRS Chapter 608.

17 52. Further, upon information and belief, Defendant failed to provide Plaintiff
18 and maintain all records in accordance with NRS § 608.115 and has been damaged
19 thereto.

20 53. Pursuant to NRS 608.005, NRS 608.018, 608.040 and 608.140, *et seq.*,
21 the Plaintiff seeks all available damages for such unlawful payment practices.

22 54. The Defendant has failed and refused to pay the Plaintiff, a former
23 employee of the Defendant, his earned but unpaid wages. Such conduct by the
24 Defendant constitutes a violation of Nevada Revised Statutes § 608.020, or § 608.030,
25 and provides the Plaintiff with a claim against Defendant for a continuation after the
26 termination of his employment with the Defendant of his normal daily wages the
27 Defendant would pay him, until such earned but unpaid wages are actually paid or for
28 thirty (30) days, whichever is less, pursuant to Nevada Revised Statutes § 608.040(1).

56. As a result of Defendant's conduct, as set forth herein, Plaintiff has been required to retain the services of an attorney, and, as a direct, natural, and foreseeable consequence thereof, has been damaged thereby, and is entitled to reasonable attorney's fees and costs.

57. The Defendant has acted willfully and maliciously, and with oppression, fraud, or malice, and as a result of Defendant's wrongful conduct, Plaintiff is entitled to an award of exemplary or punitive damages.

COUNT II
VIOLATION OF THE FAIR LABOR STANDARDS ACT – WAGES
29 U.S.C. §201, et seq.

58. Plaintiff repeats and realleges the allegations contained in the preceding Paragraphs 1 through 58 as though fully set forth herein and incorporates the same herein by reference.

59. This count arises from Defendant's violation of the FLSA, 29 U.S.C. §201 *et seq.* for its failure to pay Plaintiff overtime compensation for each hour worked in excess of forty (40) hours in an individual work week.

60. Pursuant to the FLSA, Plaintiff has a right to be compensated for all overtime work time spent at the direction of, and for the benefit of, his employer.

61. The time spent by Plaintiff working unpaid overtime is compensable work time payable at time and a half.

62. At all material times hereto, Plaintiff was employed by Defendant as an “employee” within the meaning of §203(e)(1) of the FLSA.

63. Plaintiff performed a variety of job duties, labor, services, and responsibilities for Defendant within this judicial district that are subject to the aforesaid provisions of the FLSA.

GABROY LAW OFFICES
170 S. Green Valley Pkwy., Suite 280
Henderson, Nevada 89012
(702) 259-7777 FAX: (702) 259-7704

64. Plaintiff was an employee of Defendant during the time period pertinent to this Complaint, and during a portion of the three years immediately preceding the initiation of this action.

65. At all material times hereto, Defendant was Plaintiff's "employer" per the FLSA, 29 U.S.C. §203(d).

66. At all times relevant and during the course of his employment for Defendant, Plaintiff was employed by Defendant and was not exempt from the overtime provisions of the FLSA 29 U.S.C. §207, *et seq.*

67. Pursuant to 29 U.S.C. §207, Plaintiff was entitled to be compensated at a rate of one and one half times a base hourly pay rate and/or at a base minimum wage rate for each hour worked in excess of forty (40) hours per week.

68. Plaintiff was directed by Defendant to work, and did such work in excess of forty (40) hours per week.

69. Defendant did not compensate Plaintiff at a rate of one and one-half times his regular hourly rate of pay for all time worked in excess of forty (40) hours in individual workweeks. Instead, Defendant provided Plaintiff with a set weekly salary, including hours worked in excess of forty (40) in individual work weeks. Defendant failed to pay Plaintiff overtime wages for work during the two (2) week period of September 21, 2015 to October 4, 2015, during which Plaintiff worked in excess of forty (40) hours per week. See attached redacted pay statement hereto as Exhibit IV. Plaintiff was paid his set salary rate for those hours worked. In violation of the law, Plaintiff worked in excess of forty hours per week but was not paid overtime compensation.

70. Defendant's failure and refusal to pay lawful wages to Plaintiff for overtime wages owed violated the FLSA, 29 U.S.C. §207, *et seq.*

71. Defendant willfully violated the FLSA by refusing to pay Plaintiff all lawful wages, including overtime compensation. All of the alleged various violations of the law herein were committed intentionally and/or willfully by Defendant herein.

72. Defendant is liable to Plaintiff under the FLSA for actual damages,

equitable relief and any other damages awarded by this court.

73. Per the FLSA, Plaintiff seeks all available damages including but not limited to attorney's fees, liquidated damages, and all lawful wages.

74. Plaintiff seeks a judgment for unpaid overtime compensation and additional liquidated damages of one hundred percent of any unpaid overtime compensation, such sums to be determined based upon an accounting of the hours worked by, and wages actually paid to Plaintiff.

75. Plaintiff also seeks an award of attorney's fees, interest and costs as provided for by the FLSA.

COUNT III
VIOLATION OF FAMILY MEDICAL LEAVE ACT

76. Plaintiff repeats and reasserts the allegations contained in Paragraphs 1 through 76 as if fully incorporated by reference herein.

77. Plaintiff, by taking medical leave to care for his father, who had a serious health condition, exercised his rights under the FMLA.

78. Defendant committed the aforementioned conduct including terminating Plaintiff in reckless and willful violation of Plaintiff's federally protected rights.

79. Defendant's aforementioned conduct including such termination of Plaintiff resulted in Defendant engaging in activity that chilled the exercise of Plaintiff's rights, caused interference, caused harassment, and/or retaliated against Plaintiff for exercising his rights under the FMLA and/or discriminated against Plaintiff in violation of the FMLA, 29 USC § 2615 et. seq.

80. Defendant's aforementioned conduct and resulting termination of Plaintiff was motivated by the exercise of Plaintiff's rights under the FMLA in violation of the FMLA.

81. Defendant discriminated against and discharged Plaintiff for taking FMLA leave and exercising his FMLA protected rights.

82. Defendant interfered with, restrained, and/or denied the exercise of, or the

attempt to exercise, Plaintiff's rights under the FMLA

COUNT II

NEGLIGENT HIRING, TRAINING, AND SUPERVISION

83. Plaintiff repeats and reasserts the allegations contained in Paragraphs 1 through 83 as if fully incorporated by reference herein.

84. Defendant had a duty to exercise reasonable care to protect the Plaintiff from negligent and/or careless actions of their own agents, officers, employees, and others.

85. Defendant owed a duty to the Plaintiff to not hire individuals with a propensity towards committing unlawful acts against Plaintiff.

86. Defendant owed a duty to the Plaintiff to adequately train and supervise its employees in regards to all correct policies and procedures relating to medical leave, absence, and/or termination policies and procedures.

87. Defendant breached its duty to protect the Plaintiff by failing to properly hire, train, and/or supervise its employees, whereby a reasonable person could have foreseen the injuries of the type Plaintiff suffered would likely occur under the circumstances.

88. As a direct and proximate cause of the foregoing conduct, Plaintiff suffered harm including loss of income and benefits, severe emotional distress including but not limited to great mental and emotional harm, anguish, anxiety, insecurity, damage to self-esteem and self-worth, and shame and humiliation, lack of appetite, and loss of sleep and/or anxiety

WHEREFORE, Plaintiff prays for a judgment against Defendant as follows:

- A. A judgment in the amount of one and one-half times Plaintiff's hourly wage rate for all time which Plaintiff worked in excess of forty (40) hours per week;
- B. All damages and penalties allowed under NRS 608.005 *et seq.*;
- C. For general damages in excess of \$10,000.00;

- 1 D. Liquidated damages in an amount equal to the amount of unpaid overtime
- 2 compensation found due;
- 3 E. For special damages, where applicable, in excess of \$10,000.00;
- 4 F. For consequential damages, where applicable, in excess of \$10,000.00;
- 5 G. For reasonable attorney's fees and costs incurred in filing this action;
- 6 H. For punitive damages on claims warranting such damages;
- 7 I. Prejudgment and Post-Judgment Interest; and
- 8 J. Such other and further relief as this Honorable Court deems appropriate
- 9 and just

10 DATED this 14th day of December 2016.

GABROY LAW OFFICES

11 By: 
 12 Christian Gabroy, Esq.
 13 Kaine Messer, Esq.
 14 The District at Green Valley Ranch
 15 170 South Green Valley Parkway,
 16 Suite 280
 17 Henderson, NV 89012
 18 Tel: (702) 259-7777
 19 Fax: (702) 259-7704
 20 christian@gabroy.com
 21 kmesser@gabroy.com
 22 Attorneys for Plaintiff

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Christian Gabroy, Esq.*

Kaine Messer, Esq.**

* Also admitted in Illinois

** Also admitted in California



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www.gabroy.com

December 5, 2016

FIVE DAY DEMAND UNDER NRS §608.140

VIA REGULAR MAIL AND CERTIFIED MAIL

Aristocrat Technologies, Inc.
C/O Incorp Services, Inc.
3773 Howard Hughes Pkwy Ste. 500s
Las Vegas, NV 89169

Re: Rene Anders

To Aristocrat Technologies, Inc.:

Our firm has been retained to represent the interests of Rene Anders.

Pursuant to NRS § 608.140, Mr. Anders herein provides a five-day demand in the amount of **\$31,160.25** (Thirty-One Thousand One Hundred and Sixty Dollars and Twenty-Five Cents). This appears to be a reduced amount. If such demand is not met within five days, Mr. Anders will withdraw this demand without notice and pursue his remedies to the fullest extent of the law. This demand relates only to Mr. Anders' owed wages.

This letter also serves to give you notice that legal action may be taken against you; thus, you have a duty to preserve evidence that is relevant to this potential action. *See Bass-Davis v. Davis*, 122 Nev. 442, 450 (2006); *Banks v. Sunrise Hosp.*, 120 Nev. 822, 830-31 (2004). In addition to your duty to preserve traditional forms of documentary evidence (e.g., hard copy documents), we fully expect that any future litigation relating to this action will involve significant amounts of electronic and recorded data. Due to its format, such data is particularly susceptible to deletion, modification, and corruption. Accordingly, we hereby demand that you cease any and all existing electronic and recorded data deletion (whether pursuant to a data retention policy or not) and preserve all such information until the final resolution of this matter.

For the purposes of this preservation demand letter, "electronic and recorded data" includes, but is not limited to, the following: audio recordings, videotape, e-mail, instant messages, word processing documents, spreadsheets, databases, calendars, telephone logs, telephone recorded messages, voicemail messages, internet usage files, clock in and clock out data or information, and all other electronically stored information created, received, and/or maintained by the parties on computer systems. The sources of the documentary evidence and electronic and recorded data include, but are not limited to, all hard copy files, computer hard drives, removable media (e.g., CDs, DVDs, and flash/thumb drives) and the like, file server or data array (e.g. RAID), laptop computers, cell phones, Blackberry devices, personal digital assistants (PDAs), and any other locations where hard copy and electronic data is stored. Keep in mind that any of the above-mentioned sources of relevant information may include personal computers the parties or their employees use or have access to at home, or from other locations. It also includes inaccessible storage media, such as back-up tapes that may contain relevant electronic information not existing in any other form


Please note that this correspondence does not relate to any other potential claims Mr. Anders may have as Mr. Anders reserves all other claims.

If you have any questions or comments, feel free to contact the undersigned at any time.

I thank you.

Very Truly Yours,

GABROY LAW OFFICES

A handwritten signature in black ink, appearing to be 'CJ Gabroy', written over the printed name.

Christian J. Gabroy, Esq.

CJG/js

CONSENT TO JOINDER

I, RENE ANDERS, by signing below, hereby consent to join this case as a Plaintiff pursuant to 29 U.S.C. 216(b).

Rene Anders

Signature

9644 CHERRY CANYON AVE.

Address

LAS VEGAS, NV 89129

City, State, Zip

CO. FILE DEPT. CLOCK NUMBER
AR6 021403 302201 N 0013024120 1

Earnings Statement



031-0001

ARISTOCRAT TECHNOLOGIES, INC.
7230 AMIGO STREET
LAS VEGAS, NV 89119
702-270-1000

Period Beginning: 12/02/2013
Period Ending: 12/15/2013
Pay Date: 12/20/2013

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
NV: No State Income Tax

RENE ANDERS
9644 CHERRY CANYON AVE.
LAS VEGAS NV 89129

Earnings	rate	hours	this period	year to date
Regular	2537.94	80.00	2,537.94	57,571.43
Annualstip				2,910.90
Dividend				81.37
Holiday Salary				2,264.23
Incentive Pay				1,412.50
Pto Salary				5,802.41
Stock				972.28
Tag Earnings				200.00
Gross Pay			\$2,537.94	71,215.12

Deductions	Statutory	
	Federal Income Tax	-398.67
	Social Security Tax	-155.54
	Medicare Tax	-36.37
Other		
	Den/Vis Btax Ee	-5.00*
	Nvhmo-Ee/Sp/Fam	-26.00*
	401K	-203.04*
	Stk Ded	
Net Pay		\$1,713.32

Other Benefits and Information	this period	total to date
Den/Vis	17.16	446.16
Er Add L	1.70	43.32
Er Ltd	3.55	91.74
Er Std	0.80	20.80
G.T.L.	1.70	28.90
Hmo	119.51	3,107.26
401K Match	76.14	2,017.58
Diversity Day B		8.00
Pto Bal		358.17
Service Day Bal		8.00

* Excluded from federal taxable wages

Your federal taxable wages this period are
\$2,305.60

CO. FILE DEPT. CLOCK NUMBER
AR6 021403 301601 N 0013170207 1

Earnings Statement



014-0001

ARISTOCRAT TECHNOLOGIES, INC.
7230 AMIGO STREET
LAS VEGAS, NV 89119
702-270-1000

Period Beginning: 12/01/2014
Period Ending: 12/14/2014
Pay Date: 12/19/2014

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
NV: No State Income Tax

RENE ANDERS
9644 CHERRY CANYON AVE.
LAS VEGAS NV 89129

Earnings	rate	hours	this period	year to date
Regular	2561.00	72.00	2,304.90	59,023.07
Pto Salary	32.0125	8.00	256.10	4,977.80
Annualstip				1,250.00
Diversit Salary				253.79
Dividend				173.63
Holiday Salary				2,041.87
Incentive Pay				1,575.00
Timeoff Pay S				128.05
Gross Pay			\$2,561.00	69,423.21

Deductions	Statutory		
	Federal Income Tax	-400.72	11,056.25
	Social Security Tax	-156.97	4,246.31
	Medicare Tax	-36.71	993.09
	Other		
	Den/Vis Btax Ee	-5.00*	130.00
	Nvhmo-Ee/Sp/Fam	-26.00*	676.00
	401K	-204.88*	5,439.99
Net Pay		\$1,730.72	

Net Check \$1,730.72

Other Benefits and Information	this period	total to date
Den/Vis	17.16	446.16
Er Add L	1.80	46.10
Er Ltd	3.59	93.06
Er Std	0.80	20.80
G.T.L	1.76	45.34
Hmo	119.54	3,108.04
401K Match	76.83	2,040.02
Diversity Day B		8.00
Pto Bal		352.00
Service Day Bal		8.00

* Excluded from federal taxable wages

Your federal taxable wages this period are
\$2,306.88

CO. FILE DEPT. CLOCK NUMBER
 FYK 021403 301601 N 0020081641 1

Earnings Statement



011-0001

ARISTOCRAT TECHNOLOGIES, INC.
 7230 AMIGO STREET
 LAS VEGAS, NV 89119
 702-270-1000

Period Beginning: 12/14/2015
 Period Ending: 12/27/2015
 Pay Date: 12/31/2015

Taxable Marital Status: Single
 Exemptions/Allowances:
 Federal: 0
 NV: No State Income Tax

RENE ANDERS
 9644 CHERRY CANYON AVE.
 LAS VEGAS NV 89129

Earnings	rate	hours	this period	year to date
Regular	2637.85	64.00		61,694.94
Regular	2637.85		2,110.29	
Holiday Salary	32.9731	8.00	263.78	2,622.45
Pto Salary	32.9731	8.00	263.78	6,827.63
Annualstip				2,300.00
Dividend				73.36
Incentive Pay				1,512.50
Gross Pay			\$2,637.85	75,030.88

Other Benefits and Information	this period	total to date
G.T.L	1.98	70.36
401K Match	79.14	2,248.88
Den/Vis		446.16
Er Add L		52.52
Er Ltd		95.94
Er Std		20.80
Hmo		3,108.04
Diversity Day B		8.00
Pto Bal		341.88
Service Day Bal		8.00

Deductions	Statutory		
	Federal Income Tax	-423.31	11,966.28
	Social Security Tax	-163.67	4,601.76
	Medicare Tax	-38.28	1,076.22
	Other		
	401K	-211.03*	5,996.66
	Den/Vis Btax Ee		130.00
	Nvhmo-Ee/Sp/Fam		676.00
Net Pay		\$1,801.56	
Net Check		\$1,801.56	

* Excluded from federal taxable wages

Your federal taxable wages this period are
\$2,428.80

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 FYK 021403 301601 N 0020076669 1

014-0001

ARISTOCRAT TECHNOLOGIES, INC.
 7230 AMIGO STREET
 LAS VEGAS, NV 89119
 702-270-1000

Taxable Marital Status: Single
 Exemptions/Allowances:
 Federal: 0
 NV: No State Income Tax

Earnings Statement



Period Beginning: 09/21/2015
 Period Ending: 10/04/2015
 Pay Date: 10/09/2015

RENE ANDERS
 9644 CHERRY CANYON AVE.
 LAS VEGAS NV 89129

Earnings	rate	hours	this period	year to date
Regular	2637.85	80.00	2,637.85	47,186.75
Annualstip				2,300.00
Dividend				73.36
Holiday Salary				1,831.10
Incentive Pay				1,137.50
Pto Salary				6,300.07
Gross Pay			\$2,637.85	58,828.78
Deductions	Statutory			
	Federal Income Tax		-415.56	9,465.17
	Social Security Tax		-161.75	3,605.57
	Medicare Tax		-37.83	843.24
	Other			
	Den/Vis Btax Ee		-5.00*	105.00
	Nvhmo-Ee/Sp/Fam		-26.00*	546.00
	401K		-211.03*	4,700.48
Net Pay			\$1,780.68	
Net Check			\$1,780.68	

Other Benefits and Information

	this period	total to date
Den/Vis	17.16	360.36
Er Add L	2.02	42.42
Er Ltd	3.69	77.49
Er Std	0.80	16.80
G.T.L	1.98	49.92
Hmo	119.54	2,510.34
401K Match	79.14	1,762.78
Diversity Day B		8.00
Pto Bal		302.48
Service Day Bal		8.00

* Excluded from federal taxable wages

Your federal taxable wages this period are
 \$2,397.80

Memorandum

To: Renee Anders
CC: Employee Personnel File
From: John Merling
Date: 3/15/2016
Re: Performance Improvement Plan – Renee Anders

Renee Anders was administered a Performance Improvement Plan on September 1, 2015. We have held follow up meetings on 9-14-15, 9-21-15, 9-29-15, 10-6-15, 10-12-15, 10-19-15, 10-26-15 & 11-2-15 in addition to other non-scheduled, work-related conversations. We have reviewed all the topics discussed in the Performance Improvement Plan and Renee has made strides in improving in all identified areas of opportunity. As a result, he has successfully met the requirements of the Performance Improvement Plan.

He will need to continue to focus on all areas. He understands that if his performance were to slide in any of the areas specified, that further disciplinary action could result, including termination. Renee understands that he should communicate with me ahead of time if he foresees anything regressing so it can be handled proactively as otherwise it could be viewed as negligence.



Renee Anders
QA Engineer



John Merling
QA Manager



Disciplinary / Written Warning Discussion Planner

Items marked with an asterisk * needs to be completed prior to the discussion taking place.

*Discussion with: Rene Anders *Date: 4/8/16

Nature of Warning: ☐ Written Warning ☐ Final Written Warning ☐ Suspension ☐ Suspension Pending Investigation
☒ Termination

Employee advised of right to have a witness present? ☐ Yes ☐ No

Employee wishes to have witness present? ☐ Yes ☐ No

If Yes, name and position of employee witness: _____

*Situation to be discussed: (be specific -- include dates, times, etc., if possible. Attach additional information as appropriate)

Rene Anders received a Performance Improvement Plan on 9/1/15 for poor performance and met the requirements, with a modified list of job duties, ending the PIP on 11/2/15. As the previously removed duties have been added back to his position, Rene has reverted to performing unsatisfactorily and is no longer meeting the requirements of the position. It was explained to Rene that if he failed to meet the requirements of the Performance Improvement Plan, it would result in termination of employment and that a satisfactory level of performance must be maintained in the future, for the duration of his employment.

*Background Information: ☒ Facts known ☐ Information needed from employee ☒ Previous discussions

☐ Concerns / impact of employee's actions on unit/team ☐ Causes / possible reasons for the situation

*Alternatives / Requirements: (What alternatives can you feasibly present to the employee to overcome this situation? What are the requirements that the employee must be made aware of?)

Rene Ander's employment will be terminated due to the specifics outlined in his Performance Improvement Plan administered on 9/1/15. Rene's failure to maintain a satisfactory level of performance of his job duties will result in termination of employment.

Employee Explanation: *I Do not Agree with this difficulty with personal in my department "DATA" were reported, this was not dealt with and caused communication issues and late delivery.*

Specific actions to be taken: Termination

What actions to be taken: _____

By whom: _____ When: _____

Follow-up Date: _____ Time: _____

A copy of this discussion form was provided to the employee on: _____

It was explained and understood that there is an expectation of an immediate and sustained improvement in relation to the above issues, and that future breaches or performance issues may result in further disciplinary action, up to and including termination of employment.

Manager's Name	<u>Jim Shrader</u>	Signature	<u>James D Shrader</u>
Employee's Name	<u>Rene Anders</u>	Signature	<u>Rene Anders</u>
Human Resource's Name	<u>Jenene Y. McCoy</u>	Signature	<u>Jenene Y. McCoy</u>

IAFD

Gabroy Law Offices
 Christian Gabroy (#8805)
 Kaine Messer (#14240)
 The District at Green Valley Ranch
 170 South Green Valley Parkway, Suite 280
 Henderson, Nevada 89012
 Tel (702) 259-7777
 Fax (702) 943-1936
 christian@gabroy.com
 Attorneys for Plaintiff

DISTRICT COURT**EIGHTH JUDICIAL DISTRICT COURT, CLARK COUNTY NEVADA**

RENE ANDERS, an individual;

Plaintiff,

vs.

ARISTOCRAT TECHNOLOGIES, INC.;
 EMPLOYEE(S)/AGENT(S) DOES 1-10;
 and ROE CORPORATIONS 11-20,
 inclusive;

Defendant.

Case No.

Dept.

Initial Appearance Fee Disclosure

Pursuant to NRS Chapter 19, filing fees are submitted for parties appearing in the
 above-captioned action as indicated below:

Rene Anders, Plaintiff	\$270.00
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TOTAL REMITTED	\$270.00
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Dated this 15th day of December 2016.

GABROY LAW OFFICES.

By: /s/ Christian Gabroy
Christian Gabroy (#8805)
Kaine Messer (#14240)
170 South Green Valley Parkway,
Suite 280
Henderson, Nevada 89012
Tel (702) 259-7777
Fax (702) 259-7704
christian@gabroy.com

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(702) 259-7777 FAX: (702) 259-7704

DMJT
 GABROY LAW OFFICES
 Christian Gabroy, Esq. (#8805)
 The District at Green Valley Ranch
 170 South Green Valley Parkway, Suite 280
 Henderson, Nevada 89012
 Tel: (702) 259-7777
 Fax: (702) 259-7704
 christian@gabroy.com
 Attorney for Plaintiff

DISTRICT COURT

EIGHTH JUDICIAL DISTRICT COURT, CLARK COUNTY NEVADA

RENE ANDERS, an individual;

Plaintiff,

vs.

ARISTOCRAT TECHNOLOGIES, INC.;
 EMPLOYEE(S)/AGENT(S) DOES 1-10;
 and ROE CORPORATIONS 11-20,
 inclusive;

Defendant.

Case No.
 Dept. No.

Jury Demand

Plaintiff, Rene Anders, by and through the law firm of GABROY LAW OFFICES,
 hereby demands a jury trial of all issues in the above-captioned matter.

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1 Dated this 15th day of December 2016.

2 Respectfully submitted,

3 GABROY LAW OFFICES

4 
5 By _____
6 Christian Gabroy, Esq.
7 The District at Green Valley Ranch
8 170 South Green Valley Parkway
9 Suite 280
10 Henderson, Nevada 89012
11 Tel: (702) 259-7777
12 Fax: (702) 259-7704
13 *Attorney for Plaintiff*

GABROY LAW OFFICES
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(702) 259-7777 FAX: (702) 259-7704